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THE ANTHRACITE BOARD OF CONCILIATION

BY HON. T. D. NICHOLLS,
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The Board of Conciliation for the adjustment of difficulties or disagreements arising between the employers and employees in the anthracite industry was established by the award of the Anthracite Coal Strike Commission appointed by President Roosevelt to decide the questions in controversy between the operators and mine workers in the strike of 1902. This award was based upon the demand of the miners for "satisfactory methods for the adjustment of grievances which may arise from time to time, to the end that strikes and lockouts may be unnecessary." The authority of this board is confined strictly to the settlement of questions "arising under this award." The commission doubtless found justification for an arbitration board in other trade agreements.

For many years prior to the award of the Anthracite Coal Strike Commission, no definite agreement covering wages, prices and other conditions of employment existed between the miners and operators. All employment was upon an individual basis. With rare exceptions, no definite wage schedule was maintained at the collieries, to which miners or operators could refer for a settlement of disputes as to what wages should be paid in certain cases. The workmen complained that the absence of a written or printed schedule of wages, prices and standards enabled the employers to reduce wages and increase the size of the car or ton.

The employers also claimed the right to pay various wages to those employed to do the same kind of work; sometimes employing new men for less than was paid those whose places they filled. This method would finally result in a general reduction of wages, and caused the demand for a minimum wage for each occupation; the employer to be allowed to pay as much more as he pleased in such individual cases as he deemed worthy. Many disagreements and strikes resulted because of the lack of a definite wage agreement between employers and employed. Security of standard

wages is very much appreciated by workmen generally, but liability to sudden reduction is the cause of suspicion and irritation. Contentment is engendered by security, and discontent by insecurity.

In some of the exceptional cases mentioned, definite wage and price schedules were adopted by agreement and printed for general use by the miners and operators. Very little friction has occurred in the relation of employer and employees over the questions definitely covered by said schedules, except where general demands for improved conditions have been made, as in the strike of 1900 and of 1902.

In addition to the question of wages, and prices for piece work, there were other matters which from time to time caused friction. The dockage system, under which an employee of the company judged the cars of coal as they came to the breaker to be dumped, and deducted from the price to be paid the miner, such portion of the whole as he cared to fix as a penalty for light loading or for impurities in the coal, was a continual source of irritation. There were charges that it was used as a more or less uniform method of reducing wages, and that docking-bosses were employed for that purpose. The system was undoubtedly abused in many places, and in those cases instead of causing miners to be more careful in loading clean coal, discouraged them and caused them to allow the crime to fit the uniform punishment. I was informed personally by a fellow miner, that having been docked unreasonably for some time, he became desperate and ordered his laborer to load up the refuse, which he had thrown aside, until the car was nearly full and cover it over with good coal. He expected to be charged with the matter and haled before the manager, but no notice was taken of the car by the docking-boss, the docking being as usual; proving that no real attention was paid to the condition of the cars and that the docking was uniform. The manager coming into his working place later on and asking where the refuse had been placed, was informed of the facts in the case. Instead of discharging the miner, he caused the docking-boss to be discharged for allowing a carload of refuse to pass unnoticed.

Trouble occurred at times over the question of whether or not a regular time for the noonday meal should be allowed the day wage men and boys employed in moving the cars throughout the mines,

the officials claiming that work should not cease while there were cars on hand to use, and the employees claiming that the chance to eat dinner was too uncertain and irregular. In the absence of a detailed agreement many other matters were the source of unrest and dissatisfaction.

A question that has caused considerable agitation for many years is the demand of the miners that wherever practicable coal should be weighed in the mine car and the miner paid by weight. This demand was reiterated in 1900 and again in 1902. In 1875 the state legislature passed a law providing that coal should be weighed and the miner paid by the pound, provided that no other method was mutually agreed upon by the miners and operators. This law has never had any effect, being entirely ignored and lost sight of, until its existence was discovered and brought to the attention of the Coal Strike Commission. The operators claiming that the proviso exempted them from paying by weight, inasmuch as miners continued to accept employment and payment by the car for coal mined. The argument made by the miners for the abolition of the car system was that they were expected to so load the car at the working place in the mine that it would have a minimum of six inches of coal built up above the top of the car by the time it reached the breaker, in some cases miles away from the working place. They claimed that with the jolting and settling of coal during its passage over the mine roads it was impossible to guarantee any particular condition when the car reached its destination. They also argued that in the endeavor to make sure that the car would have the required height of "topping" when it reached the breaker, they would very often heap on more than a sufficiency, but received no extra payment for the surplus. Then again, under the system of dockage for light loading, they were docked generally a minimum of a quarter of a car, although the topping may have been only one or two inches less than the required six inches. The demand for payment by weight was based upon the proposition that each miner would receive payment for the exact weight of coal in the car, and that this would do away with the unreasonable requirements as to topping, together with the dockage for light loading. Under the car system, miners working a short distance from the surface could load their cars very little over the height of topping required, and the car would reach the breaker in good condition. Those who

worked far away from the surface would have to load their cars with considerably more coal on the top, in order to allow for settlement while the car traveled from the working place to the breaker. The inequality is clearly shown, in that one miner would have to load more coal for the price paid per car than another, and yet be more liable to dockage for light loading.

The price of powder was also the subject of a long-continued agitation. The price usually charged for a twenty-five pound keg of black powder was three dollars. In the early eighties a reduction of twenty-five cents per keg was allowed, leaving the price at two dollars and seventy-five cents. The miners claimed that this powder could be bought in the open market for a little over one dollar per keg, and complained that they were compelled to purchase it from the coal companies at \$2.75.

For a number of years the miners had expressed a desire that their wages be paid semi-monthly instead of once a month, as was the rule of the region, with some exceptions in later years. The state legislature had endeavored to bring this about by legislation, but until 1901 the monthly pay continued to be the rule.

Organization

Realizing their utter helplessness in fixing wages for themselves by individual action, the anthracite miners have from time to time organized unions and united in making demands for certain wages and prices, and for the privilege of having representatives of the whole body negotiate with the employers as to the conditions of employment. These demands for collective agreements were generally opposed by the employers, and the disagreements often resulted in strikes. These movements did not always cover the whole anthracite region and while the miners of one section would strike the other sections might remain in operation. These sectional strikes were failures in most cases, and the necessity for a more general organization, including as members, the miners of the whole region, became apparent.

In 1900 the United Mine Workers of America made its first attempt to inaugurate a general demand for a wage agreement between the miners and operators of the whole region. Many miners would not join the new movement because of repeated failures of former unions, claiming that sectional struggles would again

bring disaster. Finding that they were unsuccessful in bringing the miners of the whole region into the union without a definite policy, the members in convention decided to make general and specific demands upon the operators for improved conditions. After this action, when it seemed that the demands would be insisted upon, a greater interest was taken in the new union, and many joined its ranks, thousands of them immediately preceding the day the strike was inaugurated. There were, however, only about eight thousand who had been members long enough to be reported to the national office. This strike lasted six weeks and was settled by the acceptance of notices posted by the operators of a ten per cent advance in the day wages and a reduction in the price of powder from \$2.75 per keg to \$1.50 per keg, considered seven and one-half per cent, accompanied by an advance of two and one-half per cent in the mining price.

The strike of 1900 settled the powder question, and in 1901 the semi-monthly pay day was instituted. The other matters were, however, left as they were, save for the general advance in wages. The operators had refused to recognize the miners' organization, and no agreement or wage scale was negotiated. In 1902, after a failure to agree upon a wage scale another strike ensued, lasting over five months and involving the whole region. The demands were similar to those of 1900 in that a definite and detailed wage agreement was requested. As before, the operators refused to recognize the miners' union and make an agreement with its representatives. This strike was finally ended by the appointment of the Anthracite Coal Strike Commission, with authority to settle the questions at issue.

Difficulties of the Board

The Board of Conciliation was instituted as a court for the interpretation of the award of the Anthracite Coal Strike Commission, or, in other words, to interpret an agreement between the miners and operators, for both agreed to abide by its terms. By the very limitations of the case, I judge, the commission was unable to see its way clear to go into the details of the matter and establish minimum wage rates for each occupation and fixed prices for piece work. Therefore, the award was only general as it covered these matters. It simply provides for those employed for

daily wages, "that from and after April 1, 1903, and during the life of this award, they shall be paid on the basis of a nine-hour day, receiving therefor the same wages as were paid in April, 1902, for a ten-hour day.

"And that an increase of ten per cent over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and any other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the life of this award."

Now, while the authority of the board is limited to the interpretation and application of these general awards as they cover wages and prices, the cases which come before it concern actual concrete wages and prices. The question is: what were the wages and prices paid in April, 1902? The fact that there was no agreement or definite schedule of wages and prices in existence in 1902 which could be referred to for evidence, has been the source of many complaints, and has made the work of the board very difficult. Proof might be presented showing that a certain price was paid per car, but the size of the car left uncertain; the pay statements not showing the cubic contents of the car. Again, in a dispute concerning the size of new cars in use at a certain mine, there would not be found any document recognized by employer and employee as an authority upon the standard size of the cars in use. In one case where a new and larger car was introduced, a disagreement as to the price to be paid was brought before the board for adjustment. No standard could be ascertained from the evidence presented, as there were two sizes in use previous to the introduction of the new car. These cars were both being loaded for the same price. The case was disposed of by averaging the sizes of both old cars on the basis of their proportionate numbers, thus forming a new basis for the consideration of the relative increase in size and price of the new car.

A disagreement as to the wages being brought before the board, the operator might show that he had been paying various rates of wages for the same work in April, 1902, and therefore claim the right to pay either rate to the complainant, whether lowest or highest. Disputes as to prices paid for cutting rock, brought forth satisfactory proof as to the price paid in 1902, but left the thickness of the rock and consequent amount of labor

expended, a matter of uncertainty. The testimony of miners and operators was often in flat contradiction, and as oral testimony was very often the only kind of evidence, it made an exact disposition of such cases most difficult. These difficulties were, however, inherent in the matter because all proofs hark back to April, 1902, and not even then to a definite existing instrument.

The board has had some serious disagreements, but because both sides felt the responsibility of carrying out the main agreement, these difficulties were passed over safely. A number of cases were disagreed upon by an evenly divided board and referred for settlement to an umpire, as provided for in the award of the commission.

In my opinion, a general wage scale prescribing uniform minimum wages for equal occupations, hours of labor, and general methods in all matters of a general character, and providing that these general provisions should be incorporated in each local schedule, together with local mining prices and necessary regulations, would reduce to a minimum the number of cases referred to the Board of Conciliation. I base this opinion on similar conditions coming under my personal observation.

Notwithstanding the many difficulties which hamper the work of the Board of Conciliation, I believe it has justified the purpose of its existence. I do not contend that it has given complete satisfaction, for I have pointed out the inherent uncertainties as to facts in numerous kinds of cases brought before it for adjudication which would render perfection impossible. The board was established for the purpose of adjusting difficulties without recourse to strikes and lockouts. With few exceptions this has been the result. It has given stability to the agreement between miners and operators and continuous employment during its terms. The personal contact of the representatives of the operators and miners as members of the board has been beneficial to both interests and the public; for rough edges are smoothed, and unreasonable prejudice is dissipated by personal contact.